

Hamilton Co.

PPME #2003 (Roads)

7/1/2005 6/30/2007

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2005, by and between HAMILTON COUNTY SECONDARY ROADS DEPARTMENT, hereinafter referred to as "Employer", and PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES, LOCAL 2003, DISTRICT COUNCIL 81, IUPAT, hereinafter referred to as the "Union". This agreement constitutes the complete and final agreement between the parties on all bargainable issues.

ARTICLE 1**RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit:

INCLUDED: All full and part-time employees in the following classifications: Asst. Maintenance Superintendent, Shop Foreman, Drainage Foreman, Sign Foreman, Mechanics, all Equipment Operators, Engineering Technicians, General Utility Workers and Laborers.

EXCLUDED: County Engineer, Assistant to the County Engineer, Office Manager, Maintenance Superintendent, seasonal employees and all others excluded under Chapter 20 of the Code of Iowa.

ARTICLE 2**SEVERABILITY AND SAVINGS**

If any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3**GRIEVANCE PROCEDURE AND ARBITRATION**

A grievance shall mean that there has been an alleged violation or application of the expressed provisions of this Agreement.

Grievance Steps:

Step 1. An employee and/or Union Steward shall present a grievance in writing to his/her immediate supervisor within five (5) working days following its occurrence or within five (5) working days of when the employee knew or should have known of its occurrence. The immediate supervisor or his/her designated representative will answer the grievance within seven (7) working days.

Step 2. If the grievance is not settled in Step 1, the employee shall present the grievance in writing to the County Engineer or his/her designated representative within five (5) working days of receipt of the Step 1 answer. The County Engineer and/or his/her designated representative may schedule a meeting with the aggrieved employee and/or the appropriate Union representative to discuss and attempt to resolve the grievance. Within fifteen (15) working days of the meeting (if applicable) or within fifteen (15) working days of receipt of the grievance, the Engineer or his/her designated representative will answer the grievance in writing.

Step 3. If the grievance is not settled in Step 2, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Chair of the Board of Supervisors or his/her designee within five (5) working days following the Engineer's answer. The Chair or his/her designee will answer the grievance within fifteen (15) working days of the receipt of the grievance.

Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within fifteen (15) working days after the employee's receipt of the Step 3 answer.

The party requesting arbitration will request, within seven (7) calendar days of the referral to arbitration in Step 4, a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board.

The selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the party requesting arbitration striking the first name. Each party can reject the entire arbitration list one time prior to the selection procedure commencing. If either party deems the list to be unacceptable, another list will then be requested. Once the acceptable list is received, the arbitrator is to be selected within fifteen (15) calendar days. After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide a resolution to the pending case.

The fees and expenses of the arbitrator will be shared and paid equally by the parties. Each party shall pay its own cost of preparation and presentation of arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, alter, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived and it shall be considered settled on the basis of the Employer's last answer. Grievances not filed or processed according to the time limits specified are barred from the arbitration process. If a grievance at any step is not timely answered by the employer, it may automatically be referred to the next step.

All grievance and arbitration meetings under this Article are to be held in private and not open to the public.

Employees selected by the Union to act as Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

ARTICLE 4 SENIORITY

Seniority means an employee length of continuous service, since the last date of hire. In the case of more than one employee having the same hire date, seniority shall be determined by the last four digits of their social security number. The employee with the higher number would be considered to have more seniority than an employee with a lower number.

The Union shall be furnished with a seniority list of bargaining unit employees, including name, hire date and job classification within thirty (30) days after the effective date of the Agreement.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
- (d) Failure to report for work at the end of leave of absence.
- (e) Failure to report to work within five (5) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, certified mail, return receipt requested.
- (f) Seniority rights will be forfeited if the employee is absent from work for any reason for a period of one (1) year.
- (g) Employee retires.

Job Vacancy Procedures. Bargaining unit vacancies will be posted on the bulletin board for a period of five (5) working days. Any bargaining unit employee may apply for a vacancy. If, in the judgment of the County Engineer, no qualified bargaining unit employee applies within the posting period, the vacancy may be filled from the outside.

Employees who are selected to fill employment vacancies will be granted a 30 day training period, which may be extended by mutual agreement of the parties. If the County Engineer determines during the 30 day training period that the employee is unsuitable for the new job, the County Engineer shall reassign the employee to the employee's previous job and the job shall be re-posted.

Reduction in Force Procedures. In the event the Employer determines that employees will be laid off, part-time and temporary employees will be laid off first and shall have no recall rights. If further layoffs are made, the Employer shall consider seniority, capability, qualifications and ability to perform work, reliability; and if qualifications, capabilities, abilities and reliability are comparable between or among the employees eligible, seniority will be the determining factor. Employees will be given a five (5) working day notice prior to the date of the layoff or pay in lieu of the five (5) day notice. While on layoff, an employee is not eligible for holiday pay or any other benefits. Vacations, sick leave and seniority do not accrue during a layoff.

Laid off employees shall have the responsibility of advising the Employer of their current addresses and telephone numbers during layoff. If the Employer recalls employees, such employees shall be recalled in the inverse order of layoff.

ARTICLE 5 HOURS OF WORK AND OVERTIME

This Article is intended only to provide a basis for calculating overtime and shall not be construed as a guarantee of or limitation on hours of work per day or per week, or days of work per week.

Workweek The workweek for the purposes of computing weekly overtime pay will begin at 12:00 a.m. on Saturday and ends at 11:59 p.m. on Friday.

Schedule Except as hereinafter provided, the normal workday for Engineering Technicians will be 7:00 a.m. until 4:00 p.m. with a one (1) hour unpaid lunch period and two (2) fifteen (15) minute coffee breaks. For all other employees, the normal workday will be 7:00 a.m. until 4:30 p.m. during daylight savings time and 7:00 a.m. until 4:00 p.m. the remainder of the year, Monday through Friday, with one-half (1/2) hour unpaid lunch period, and two (2) fifteen (15) minute coffee breaks.

Overtime Except as hereinafter provided, overtime for part-time shall be paid at the rate of time and one-half (1 1/2) the employee's straight-time hourly rate for hours worked in excess of forty (40) hours in any workweek. Overtime for full-time employees shall be paid at the rate of time and one-half (1 1/2) the employee's straight-time hourly rate for hours worked in excess of eight (8) hours per day. Work performed on Saturday and Sunday will be paid for at the rate of time and one-half the employee's straight-time rate. Overtime shall not be paid more than once for the same hours worked. Holidays and vacation will count as time worked for the purpose of computing overtime.

Compensatory Time Employees may elect to convert overtime compensation to compensatory time off at the rate of one and one-half (1 1/2) hours of compensatory time for one (1) hour of non-scheduled overtime worked. The use of compensatory time off shall be scheduled with the employee's supervisor's permission. Employees may accumulate up to sixty (60) hours and it must be used within twelve months of its accrual or the employee will be paid for all accrued hours.

ARTICLE 6 SICK LEAVE

Accumulation: Full-time employees accrue sick leave at the rate of 0.56 hours per day which is approximately 12.13 hours per month. Sick leave may be accumulated to a maximum of 930 hours.

Use of Sick Leave: Employees may use sick leave for any non-work related illness, injury, or temporary disability, including pregnancy, that prevents the employee from performing his/her job duties. Granting of sick leave is not automatic and all sick leave must be approved by the County Engineer or his/her designee. A medical verification of illness or injury may be required to substantiate the need for sick leave. Medical certification satisfactory to the County Engineer may also be required to verify an employee's fitness for duty following use of sick leave. The County Engineer may require a physician's certificate supporting absences.

Family Illness The County Engineer may allow up to five (5) days of sick leave per calendar year for the serious illness of the employee's spouse, child or parent.

Notification: When absences due to sickness are necessitated, the employee shall notify his/her immediate supervisor prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Conversion Sick leave shall be converted at the rate of one (1) hour regular pay to be paid for every three (3) hours of sick leave accrued over the maximum amount of sick leave allowed. This amount will be payable in one lump sum at the end of the calendar year and will be paid in the first payroll period of the calendar new year. It will be payable in the employee's final payroll if the eligible employee leaves his/her employment prior to the end of the calendar year.

Termination of Employment Upon termination from County employment and with at least seven (7) years of employment, an employee will receive one (1) hour of pay for every three (3) hours of unused sick leave, not to exceed \$2000.

Injury Leave Employees on leave of absence due to an injury covered by the worker's compensation may elect to supplement the worker's compensation benefits with accrued sick leave, vacation and compensatory time. Such supplement shall not result in the employee receiving more than the employee's regular rate of pay.

Emergency Leave If surgery is scheduled during a normal workday (Monday through Friday), for the spouse, children, or parents of an employee, one day off with pay is allowed. Also, one day off with pay will be allowed for the birth of an employee's child.

ARTICLE 7 FUNERAL LEAVE

A period not to exceed three (3) consecutive working days with pay may be granted to an employee upon his/her request, due to the death of the employee's parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-child, step-parent, step-sister, step-brother. Up to one (1) day off with pay will be allowed to an employee for the funeral of spouse's grandparent. An employee shall be granted up to one-half (1/2) day with pay when attending funeral services for a fellow department worker. An employee who serves as a pallbearer or participant shall receive up to one (1) day compensation. Participant means participating in an active role such as singing or serving as a lector.

Only days absent which would have been compensable workdays will be paid for at the rate of an eight (8) hour day. No payment will be made during vacations, holidays, layoffs, or other leave of absence. Employee must attend the funeral in order to qualify for funeral leave pay.

ARTICLE 8 HOLIDAYS

Regular full-time employees are eligible for the following paid holidays:

- New Years Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Holidays are to be paid at the rate of the employees straight time wage rate times eight (8) hours. The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee scheduled to work on any recognized paid holiday shall receive his/her regular compensation (holiday pay) plus time and one-half the employees hourly rate for hours worked on the holiday. Holidays that fall on Saturday will be observed on the proceeding Friday and those that fall on Sunday will be observed on the following Monday.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday, unless on authorized leave.

Any employee on unpaid leave of absence or layoff is not eligible for holiday pay. Any employee off work due to an on-the-job injury or paid leave of absence will not receive holiday pay after the first (30) days of absence.

Floating Holiday Employees are eligible for one Floating Day during each calendar year. Scheduling of Floating Days are subject to the approval of the County Engineer or his/her designee. Floating Days are not cumulative and cannot be carried forward.

ARTICLE 9 JURY DUTY

A full-time employee required to serve as a juror shall receive his/her regular wage. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, travel expense and meals, received for such duty to the employer. If released from jury duty, the employee shall report to work within two (2) hours of being released.

ARTICLE 10 VACATION

Regular full-time employees are eligible for vacation as the following schedule:

An employee with one (1) year of service will be credited with 40 hours of vacation in a lump sum. After one year of employment, vacation accrues according to the following schedule.

<u>Years of Continuous Employment</u>	<u>Begin Accruing Hrs. Per Day</u>	<u>Begin Accruing Hrs Per Year</u>
After 1 Year	.31	80.6
After 5 Years	.34	88.4
After 6 Years	.37	96.2
After 7 Years	.40	104.0
After 8 years	.43	111.8
After 9 years	.46	119.6
After 10 years	.50	130.0
After 11 years	.53	137.8
After 12 years	.56	145.6
After 13 years	.59	153.4
After 14 years	.62	161.2
After 24years	.77	200.2

Scheduling of vacation is subject to the approval of the County Engineer or his/her designee.

Vacation may be accumulated to a maximum of the employee's annual accrual plus 40 hours.

Vacation Pay will be at the employee's normal pay for the week for which he/she would have been regularly scheduled to work.

ARTICLE 11 INSURANCE

Health Insurance Program Structure The County's contribution to the single premium will be eighty-five percent (85%) of ISAC Plan 8 single premium. The County's contribution to the family premium shall be eighty-five percent (85%) of ISAC Plan 10 family premium. Employees may select Plan 8 or Plan 11 by paying any additional premium cost.

Health Insurance The Employer shall have the right to select the carrier for such insurance providing the benefits are not significantly reduced.

Life Insurance/ ADD The Employer agrees to provide twenty-five thousand dollars (\$25,000.00) life insurance coverage for each permanent full-time employee.

Delta Dental and AFLAC Insurance The County will continue it's current practice with reference to Delta Dental and AFLAC insurances.

ARTICLE 12
JOB CLASSIFICATIONS, WAGES AND COMPENSATION

Wage Rates Employees shall be compensated for their regular straight-time hours worked pursuant to the schedule set forth in Exhibit "A," a copy of which is attached hereto and incorporated herein by this reference as though fully set forth.

If an employee works out of his/her classification for more than twenty (20) work days, the employees will be paid the regular hourly rate for the job that they are performing or their classification they are normally assigned, whichever is greater.

Call-in Pay Employees called in outside the regular workday shall receive two (2) hour's pay at the overtime rate. Hours contiguous to the employee's shift does not qualify for call in pay.

ARTICLE 13
CLOTHING AND EQUIPMENT

Each employee will be eligible for up to \$100 per fiscal year for the purchase of employer approved clothing and safety footwear. The clothing and safety footwear allowance may be accumulated only in separate two year increments. For example, if an employee uses \$75.00 during the 2004-2005 fiscal year, \$25.00 may be carried forward into the 2005-2006 fiscal year. A new two year period would then begin on July 1, 2006. All purchases must be approved by the Engineer and the employee must submit receipt for reimbursement. Reimbursement for safety eyewear will be in accordance with Department policy.

ARTICLE 14
DEFINITIONS AND GENERAL PROVISIONS

Bulletin Boards The Union shall be permitted to post official Union notices of meetings on bulletin boards in shops where unit employees regularly work.

Pay Periods Pay day will normally be on Tuesday for work performed for the two weeks ending the Friday before payday.

Full-Time Employee A full - time employee is a non-seasonal employee working at least 40 hours per week on a regularly scheduled basis.

ARTICLE 15
DUES DEDUCTION

Union Dues Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Employer will enclose with the deduction a list of those employees for which dues have been deducted and their rate of pay.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 16
DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1st, 2005 and shall continue to remain in full force and effect until its expiration on July 1st, 2007.

Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party before October 15, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____, 2005.

HAMILTON COUNTY, IOWA

PPME LOCAL 2003

By _____
Chairperson, County

By _____
Business Representative

By _____
Engineer

By _____
Employee Representative

By _____
Employee Representative

By _____
Employee Representative

By _____
Employee Representative

Acknowledged by:

Employer Representative
Von Bokern Associates, Inc.

EXHIBIT A
SALARY SCHEDULE

Classification	Wage Rate	
	<u>7-1-05</u>	<u>7-1-06</u>
Laborer	\$14.99	\$15.51
General Utility	\$16.32	\$16.89
Equipment Operator		
I	*\$14.99 - \$16.05	*\$15.51-\$16.61
II	*\$16.15 - \$16.33	*\$16.72-\$16.90
III	*\$16.40 - \$16.52	*\$16.97-\$17.10
IV	*\$16.62 - \$16.83	*\$17.20-\$17.42
Sign Foreman	\$16.72	\$17.31
Drainage Foreman	\$17.31	\$17.92
Shop Foreman	\$18.36	\$19.00
Asst. Maint. Supt.	\$17.40	\$18.01
Mechanic		
I	\$16.73	\$17.32
II	\$16.89	\$17.48
Engineering Technician	\$18.50 - \$18.60	\$19.15-\$19.25

Employees possessing a current valid Iowa commercial pesticide applicator's license are eligible for an additional \$0.20 per hour.

*The placement and advancement of an employee within the wage range will be made by the Engineer.

Longevity Employees shall receive additional pay for continuous service from their date of hire as set forth in the following schedule:

After eight (8) years of employment	\$.23 per hour
After twelve (12) years of employment	\$.29 per hour
After sixteen (16) years of employment	\$.35 per hour
After twenty (20) years of employment	\$.40 per hour
After twenty-five (25) years of employment	\$.46 per hour
After thirty (30) years of employment	\$.52 per hour
After thirty-five (35) years of employment	\$.58 per hour

Longevity shall be included in the employee's base pay for computation of overtime.